

Vanderburgh

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AN AGREEMENT OF THE WATER AND SEWER UTILITY BOARD AND THE BOARD  
OF COMMISSIONERS OF VANDERBURGH COUNTY CONCERNING GIS

Whereas, the Water and Sewer Utility Board is the legislative body the Water Utility under I.C. 8-1.5-4-1.5 and has the power to enter into contracts under I.C. 8-1.5-3-4; and

Whereas, the Water Utility and Board of Commissioners of Vanderburgh County, Indiana (hereinafter "Commissioners") desire to establish a Geographic Information System (GIS) to provide more information to City and County Departments and members of the public; and

Whereas, this cooperative effort shall provide a unified effort in a more cost effective manner;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

ARTICLE I  
SCOPE OF THE AGREEMENT

This agreement shall define the perimeters of the operation and funding of a joint GIS (hereinafter "system") operation.

The system shall be county-wide in jurisdiction. Depending on technology and funding, the system shall be as comprehensive as is reasonably possible as determined by the Utility Board.

All departments of the City and County shall have access to the system data without charge. Computers and any other equipment necessary to access the system shall be at the cost of such department.

ARTICLE 2  
MANAGEMENT OF THE SYSTEM

The Utility Board (hereinafter "Board") shall manage and control the system subject to the budget. In determining policies and practices governing the system, the Board shall consider the desires and needs of the various departments of the City and County which utilize the system; provided that any added costs or expenses, resulting from such a department's request shall be borne by such requesting department. The Board shall have the power to enter into contracts to provide for the operation of the system including, but not limited to, the power to make purchases; hire persons as employees or independent contractors to manage, operate or provide services to the system; and do any other act necessary or desirable in the operation of the system subject to budget.

ARTICLE 3  
BUDGET

The annual budget shall be submitted to the Board and Commissioners for mutual approval. The system shall be financed as follows: the Board shall contribute fifty percent (50%) and the Commissioners shall contribute fifty percent (50%) of the annual budget amount remaining after crediting all funds and reimbursements received from federal, state and other sources. The parties

shall bear any liabilities resulting from the system at the same 50/50 split. The Commissioners shall pay their annual share of the budget of the system to the Board in installments, which shall be billed to the Commissioners by the Board and which shall be due within thirty (30) days after each billing. In the event that the Board and the Commissioners shall not agree upon the amount of the budget, the budget for the ensuing year shall be the lesser amount approved by either the Board or the Commissioners.

#### ARTICLE 4 DURATION

This agreement shall be for an initial term of one (1) year and shall be continued on an annual basis unless one party gives the other party three (3) months notice of its intent to cancel this agreement. This three-month notice provisions shall not apply if there is a material breach of the agreement by one party and the breaching party fails to correct such breach within thirty days of notice of such breach by the other party. Such notice of breach shall be in writing and directed to the Manager of the Water and Sewer Utility, in the case of the Board, and to the President of the County Commissioners in the case of the Commissioners. Such notice shall be sent to the offices of the parties in the Civic Center by first class mail return receipt requested.

#### ARTICLE 5 PROPERTY OWNERSHIP AND DISPOSITION

Any property transferred by either of the parties shall be cost accounted and the party transferring said property shall retain title thereto. Upon termination, the party transferring said property shall have said property returned to it or be credited with the value of said property less depreciation. All new property purchased shall be owned jointly by the parties in the percentage that each party contributes to the budget. The City, contributing fifty percent of the budget, is the owner of fifty percent of the new property, and the County contributing fifty percent of the budget, is the owner of fifty percent of the new property. In the event the percentage allocation of the budget is modified, the percentage allocation of ownership of property shall be modified that same date to properly reflect property ownership for property purchased after the date of said modification. In the event of the termination of this agreement, the parties shall, by appropriate means, distribute the new property of on the basis of percentages hereinabove set out, and the value of the property shall be the actual cash value of the property. Appropriate means shall include, but not necessarily be limited to, one party buying the interest of the other party in the property or a sale of the properties, either in total or in part. If the parties cannot agree as to the value of the property, the property shall be appraised by three disinterested appraisers appointed by the Superior or Circuit Court of Vanderburgh County.

All data and intellectual property associated with the system shall be jointly owned by the parties, except for any proprietary interests the parties own in software purchased by their own funds and not a part of the budget for the system. Upon termination, both parties shall have a joint and permanent cross-license for the continuing right to use the data and intellectual property associated with the system developed prior to such termination.

ARTICLE 6  
FULL AGREEMENT AND MODIFICATION

The parties agree that this instrument represents the full agreement of the parties and there are no promises, terms, conditions or agreements except as provided herein. The parties also agree that this agreement may be modified only in writing approved by the Board and the Commissioners.

THIS AGREEMENT HAS BEEN APPROVED BY THE PARTIES ON THE DATE(S) SHOWN BELOW:

WATER AND SEWER UTILITY BOARD  
OF THE CITY OF EVANSVILLE, INDIANA

BY:   
PRESIDENT

9/12/00  
DATE APPROVED

ATTEST: \_\_\_\_\_

BOARD OF COMMISSIONERS OF  
VANDERBURGH COUNTY, INDIANA

BY:   
PRESIDENT

9-18-00  
DATE APPROVED

ATTEST: 